



Fifth Circuit Draws the Line: Why Aries Marine's Indemnity Hopes Capsized

In February 2026, the U.S. Court of Appeals for the Fifth Circuit issued a significant maritime ruling in *In re Aries Marine Corporation*, affirming that Aries Marine cannot enforce indemnity provisions against United Fire & Safety because the underlying contract was not maritime in nature. As a result, the Louisiana Oilfield Anti-Indemnity Act (LOAIA) applies and voids the indemnity clauses.

This decision clarifies how courts apply the *Doiron* test to determine whether offshore service agreements qualify as maritime contracts – a distinction that carries enormous consequences for risk allocation in the offshore industry.

What Led to the Dispute? The RAM XVIII Capsizing

In 2018, Fieldwood Energy was conducting repairs on an offshore platform in the Gulf of Mexico. To support the work, Fieldwood hired United Fire & Safety for gas detection and firewatch services as well as chartered the RAM XVIII, a liftboat owned by Aries Marine, for housing, meals, and crane support.

On November 18, 2018, the RAM XVIII capsized when its port leg punched through the seabed as contractors slept aboard. A United Fire employee, Glenn Gibson, was among those injured and filed a personal injury claim.

Aries responded by seeking defense and indemnity under the master services contract (MSC) between Fieldwood and United Fire.

Why Indemnity Turned on “Maritime Contract” Status

The dispute centered on whether the Fieldwood–United Fire MSC was a maritime contract.

The answer determines:

- If maritime law applies ☒ indemnity provisions remain valid.
- If Louisiana law applies ☒ LOAIA voids the indemnity provisions.

To make this determination, the Fifth Circuit relied on the two-part Doiron test:

1. **Was the contract for services facilitating drilling/production on navigable waters?**

Yes – both parties agreed.

2. **Did the parties expect a vessel to play a substantial role in fulfilling the contract?**

The court said no.

Why the Contract Failed the Doiron Test

Although Fieldwood expected to rely heavily on the RAM XVIII, the court emphasized that the relevant expectations are those of the contracting parties: Fieldwood and United Fire. Aries Marine was *not* a party to the MSC.

The court pointed to several key facts: the job order never mentioned a vessel.

United Fire’s work order described only **firewatch duties on a fixed platform**, with **no reference to the RAM XVIII**. As such, **United Fire personnel had no reason to anticipate vessel involvement**. Testimony established that workers **did not know** they would be boarding or staying on a liftboat until arrival.

Accordingly, the liftboat’s roles were “ancillary.”

The RAM XVIII served as living quarters, meal and meeting space, transportation and Crane support, which were all irrelevant to United Fire’s firewatch duties. The Court acknowledged that courts have consistently held that these functions alone do not

make vessel involvement “substantial.”

The Fifth Circuit made it clear that **shared expectations are required**. Fieldwood’s expectations alone weren’t enough. Both parties must foresee substantial vessel use for a contract to be maritime. In this case, the court recognized that they did not.

The Fifth Circuit’s Decision

Because the MSC failed the Doiron test, it was not a maritime contract, and the Louisiana Oilfield Anti-Indemnity Act applied. The result:

- Indemnity and defense provisions are void
- Aries Marine receives no indemnity
- The district court’s ruling is affirmed

Why This Decision Matters for Offshore Operators and Contractors

This opinion underscores several important takeaways:

1. Job orders matter more than broad MSC language

Specific work orders can narrow or limit vessel involvement.

2. Vessel use must be substantial – not incidental

Housing, meals, or transportation rarely meet the threshold.

3. Shared expectations are key

One party’s internal expectations about vessel use cannot convert a land-based contract into a maritime one.

4. LOAIA will apply unless Doiron’s standards are clearly met

This increases liability exposure for vessel owners and contractors who rely on indemnity provisions.

Final Thoughts

The *Aries Marine* decision fits into a growing line of cases narrowing when offshore service contracts qualify as maritime. For operators, contractors, and insurers, the message is clear: if vessel involvement is important to your risk structure, make sure the contract explicitly says so – and that both parties understand it.

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